

1 THE HONORABLE ROBERT S. LASNIK  
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7 UNITED STATES DISTRICT COURT  
8 FOR THE WESTERN DISTRICT OF WASHINGTON  
9 IN SEATTLE

10 STEVEN J. BELL,

11 Plaintiff,

12 v.

13 ONEWEST BANK, F.S.B.; AURORA LOAN  
14 SERVICES, LLC; DEUTSCHE BANK  
15 NATIONAL TRUST COMPANY; TWIN  
CAPITAL MORTGAGE, INC.; REGIONAL  
TRUSTEE SERVICES CORPORATION,

Defendants.

Case No. 09-CV-00150-RSL

PLAINTIFF STEVEN J. BELL'S  
AMENDED COMPLAINT  
SUBSTITUTING AURORA LOAN  
SERVICES, LLC AND ONE WEST  
BANK, F.S.B. AS DEFENDANTS IN  
THE PLACE AND STEAD OF THE  
FEDERAL DEPOSIT INSURANCE  
CORPORATION AND ADDING  
DEUTSCHE BANK NATIONAL  
TRUST COMPANY

16 **I. PARTIES**

17 1.1 Plaintiff, Steven J. Bell, who is a resident of King County, Washington, and  
18 pleads the following allegations, states that those allegations are true of his own knowledge,  
19 except as to matters stated on information and belief, and as to those matters, he believes them  
20 to be true. Plaintiff re-alleges and incorporates by reference the allegations set forth in original  
21 Complaint.

22 1.2 Defendant Aurora Loan Services, LLC ("Aurora") is a limited liability company  
23 that is a Delaware corporation which is registered with the Washington's Secretary of State.  
24 Discovery is necessary to determine the extent of Aurora's participation in the fraudulent  
25 activities that affected Plaintiff in regards to his mortgage loan. Plaintiff amends his complaint  
26

27 AMENDED COMPLAINT - 1

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1 to include Aurora based on assertions from counsel for former Defendant, FDIC, Doug Davies.

2       1.3     Defendant Twin Capital Mortgage, Inc. (“Twin Capital”) is a California  
 3 corporation that is registered with the Washington Secretary of State as a foreign corporation  
 4 and conducts business in the State of Washington by providing Washington state residents with  
 5 residential mortgage brokering services.

6       1.4     Defendant OneWest Bank, F.S.B. (“One West”) is a federal savings bank which  
 7 operates as a loan servicing agent for itself and for other owners of mortgage loans secured by  
 8 real property located in the State of Washington and in other states. Plaintiff has been advised  
 9 by the attorney for other defendants in this case that Defendant OneWest is the current servicer  
 10 of Ms. Bain’s mortgage loan in the place and stead of the former defendants IndyMac Bank and  
 11 the FDIC.

12       1.5     Defendant Regional Trustee Service Corporation (“Regional Trustee”) is a  
 13 Washington corporation which conducts business in the State of Washington by acting as a  
 14 trustee for beneficiaries under Deeds of Trust recorded in the records of counties in the State of  
 15 Washington. Defendant Regional Trustee has represented that it had the authority to conduct a  
 16 foreclosure sale on behalf of former Defendants IndyMac and MERS and to transfer title to Mr.  
 17 Bell’s home based upon terms in the Deed of Trust.

18       1.6     Defendant Deutsche Bank National Trust Company (“Deutsche”) is an unknown  
 19 type company which has represented in other court pleadings that it is a California corporation.  
 20 However, there is no record of this company with the California Secretary of State and there is  
 21 no record of this business entity registered with the Washington Secretary of State. Further,  
 22 there is no record of this company as having registered with the Washington Department of  
 23 Licensing. Nevertheless, Defendant Deutsche does business in the State of Washington by  
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acting as the trustee or servicer for a mortgage-backed securities trust which is constituted of mortgage loans which are secured by interests in real property located in the State of Washington. Plaintiff has been advised by counsel for previous defendants in this case that Defendant Deutsche is the servicer of the mortgage-backed securities trust that presently owns Mr. Bell's mortgage loan, in the place and stead of former Defendants IndyMac Bank and the FDIC.

1.7 At all times mentioned herein, the Defendants, and each of them, were the agents, servants, representatives and/or employees of each of the remaining Defendants and were acting within the course and scope of such agency or employment. The exact terms and conditions of the agency, representation or employment relationships are presently unknown to Plaintiff, but when the information is ascertained, leave of court will be sought to insert the appropriate allegations.

## II. FACTUAL ALLEGATIONS

2.1 Plaintiff re-alleges and incorporates by reference the allegations set forth in Section I above.

2.2 Plaintiff Steve Bell works as a music teacher teaching guitar and he has owned his home in Federal Way for four-and-half years. Mr. Bell had a first and second mortgage on the property which he obtained in 2004. Mr. Bell was interested in reducing his interest rate on the loans and therefore sought information regarding obtaining a new loan. Defendant Twin Capital sent Mr. Bell a mail solicitation and he responded by calling. All communications with Defendant Twin Capital were handled by telephone. He decided to make application with Defendant Twin Capital because they quoted him a much lower rate. The representative of Defendant Twin Capital told Mr. Bell that they had a “special” loan product that no one else

**AMENDED COMPLAINT - 3**

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1 could offer because it had “Chinese investors” who were willing to lend at lower rates. Mr.  
 2 Bell communicated with an individual named Jerome at Defendant Twin Capital, and he was  
 3 told that the simple interest rate was 2.15% and that it would end up being 2.9% APR after the  
 4 costs were built into the loan. Mr. Bell advised Jerome that he had never heard about an  
 5 interest rate being that low and questioned the “special” program, he was reassured of its  
 6 legitimacy by Jerome, who kept talking about the Chinese investors. Jerome said that the  
 7 investors were not making any money from interest in China and so were willing to lend at  
 8 significantly reduced rates in the U.S. because it was still better than the rates they were getting  
 9 in China.

10       2.3     Mr. Bell is uncertain of exactly when he made application for the new loan to  
 11 Defendant Twin Capital, but he received a Good Faith Estimate (“GFE”) from that entity for  
 12 each of the two proposed loans which he signed on June 20, 2006. The GFE for the first  
 13 mortgage loan indicates that Defendant Twin Capital will be paid \$2,819.00 for broker  
 14 compensation, \$765.00 as an administration fee, \$499.00 as a “loan doc set-up fee” and  
 15 \$189.00 as a courier fee. Mr. Bell contends that the various fees added to his loan costs by  
 16 Defendant Twin Capital are nothing more than junk fees added to the loan costs in order to  
 17 increase the profits of Defendant Twin Capital, and that there were no additional services  
 18 rendered to Mr. Bell which supported the charging of those fees. In addition, Defendant Twin  
 19 Capital did not incur separate “courier fees” for providing services to Mr. Bell and therefore  
 20 this fee is another unjustified junk fee. The GFE did NOT indicate whether the new lender was  
 21 proposing to charge Mr. Bell a prepayment penalty and the proposed interest rate is listed as  
 22 **2.15%** for a period of 40 years on an initial variable rate. Mr. Bell now knows that this  
 23 information was absolutely untruthful as his loan did not carry an interest rate of 2.15%. The  
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1 GFE did not indicate that Defendant Twin Capital was going to be paid a Yield Spread  
 2 Premium in return for placing Mr. Bell into a loan which carried a higher interest rate than the  
 3 rate for which Mr. Bell qualified. This fee paid by former defendant IndyMac to Defendant  
 4 Twin Capital was **\$11,880.00** in addition to the broker fee of **\$2,819.00**, administrative fee of  
 5 **\$765.00**, underwriting fee of **\$895.00**, and processing fee of **\$875.00** paid directly by Mr. Bell  
 6 from the first mortgage loan proceeds. Former defendant IndyMac also charged Mr. Bell a  
 7 **\$700.00** funding fee. Defendant Twin Capital also charged **\$345.00** for an application fee,  
 8 **\$247.50** as an origination fee and **\$495.00** as a broker fee on the second mortgage loan.

10       2.4     The GFE for the second mortgage loan indicated that Defendant Twin Capital  
 11 was going to receive \$675.00 as a processing fee, \$299.00 for “doc prep” and \$565.00 as a  
 12 “admin” charge. Mr. Bell maintains that these fees were also just junk fees added to this loan  
 13 to increase the profit for Defendant Twin Capital and they were not charged because of actual  
 14 services provided to him by Defendant Twin Capital. This GFE indicates that the second  
 15 mortgage loan would have an interest rate of **4.99%** on a variable rate for 30 years with no  
 16 balloon payment. There is no information about whether there would be a prepayment penalty  
 17 on this loan either. Mr. Bell signed this GFE also on June 20, 2006. Mr. Bell did NOT receive  
 18 separate GFEs and other disclosures required by the Truth in Lending Act (“TILA”) from  
 19 former defendant IndyMac. Further, because he was persuaded by Defendant Twin Capital that  
 20 this loan was at such a low interest rate Mr. Bell was induced to enter into these loans, and as a  
 21 result, paid a pre-payment penalty to his previous mortgage lender of **\$8,972.40**.

24       2.5     Mr. Bell was thereafter advised that a freelance notary would come to his home  
 25 so that he could sign the loan documents in early July 2006. Mr. Bell never asked for the  
 26 notary to come to him and he had expected to go to an escrow office in order to conduct the  
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1 signing of the loan documents just as he had done in the past with other loans. The closing on  
 2 this mortgage loan was not handled by an escrow company in Washington state. Rather, it was  
 3 handled by an office of First American Title Company located in Hillsboro, Oregon.

4 (Defendant Twin Capital is in California and of course, Mr. Bell is located in Washington.)

5 Mr. Bell maintains that this choice of escrow agent, former Defendant First American, by  
 6 Defendant Twin Capital and the decision to send a freelance notary to handle the signing, was  
 7 nothing more than an effort to make certain that he did not receive accurate information about  
 8 the loan terms before he signed.

10 2.6 The freelance notary contacted Mr. Bell to arrange for a signing by calling on  
 11 the cell phone. The signing took place at Mr. Bell's home. Mr. Bell did sign the loan  
 12 documents which were presented to him, but he is uncertain as to what the terms were of the  
 13 documents he signed because he was not provided with a complete set of documents by the  
 14 notary once he was done signing. During the signing process, he did note that it appeared the  
 15 interest rate was different than was represented to him by Jerome. Mr. Bell called Jerome  
 16 during the signing process in order to ask about the interest rate, but he was again assured by  
 17 Jerome that the rate really was 2.15%. Jerome said that the interest rate on the loan documents  
 18 looked like it was higher because it included all of the closing costs in the calculation of the  
 19 first year's rate. Based upon Jerome's repeated assurances, Mr. Bell continued signing the loan  
 20 documents. After the signing, the notary left copies of his/her instructions from the escrow  
 21 company regarding the second mortgage loan, but he/she did not leave Mr. Bell with numerous  
 22 loan documents. He did not receive the TILA Disclosure forms for either loan until after the  
 23 signing took place. Mr. Bell did not even receive Estimated HUD-1 Settlement Statements for  
 24 the loans from the notary.

1           2.7     Mr. Bell eventually received a final HUD-1 Settlement Statement and the TILA  
 2 Disclosure documents from former Defendant First American well after the signing. However,  
 3 he does not know the interest rates that he is paying on the loans. Mr. Bell did receive two  
 4 copies for each loan of the Notice of Right to Cancel (“NRC”) and he signed those documents.  
 5 However, the documents are not correctly completed. All four of the NRC documents signed  
 6 by Mr. Bell were dated and date calculated based upon the premise that he signed the loan  
 7 documents on July 3, 2006. Mr. Bell did not sign the loan documents on July 3, 2006. Rather,  
 8 he signed the loan documents on July 5, 2006 and therefore the calculations made for the date  
 9 of rescission (July 7, 2006) is completely incorrect, thereby rendering the notices invalid. Mr.  
 10 Bell received both of his loans from former Defendant IndyMac. Further, former Defendant  
 11 First American charged Mr. Bell largely inflated fees for the services it purported to provide in  
 12 connection with the first mortgage loan, including excess recording fees (listed as **\$70.00**), an  
 13 “email doc fee” of **\$25.00**, “post closing fee” of **\$240.00**, and a messenger/courier fee of  
 14 **\$150.00**. Former Defendant First American also received another **\$232.00** in fees related to  
 15 the second mortgage loan. Mr. Bell was required to also pay **\$325.00** for the traveling notary  
 16 services in addition to the fees charged by former Defendant First American.

17           2.8     In spite of the fact that Mr. Bell did not really know what the terms of his loans  
 18 were after signing, he received monthly payment statements and he made those payments in  
 19 2006 and 2007. However, he fell behind in his payments during 2008 because he lost his job  
 21 and by this time, his monthly payments had more than doubled. It appears from Mr. Bell’s  
 22 monthly statements that his loan was an adjustable rate, option loan, which caused the  
 23 significant increase in his payments after loan inception. He was attempting to sell his house  
 24 because it was clear that he could not make the required mortgage payments under the existing  
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1 loan terms, but was unsuccessful. Mr. Bell received a Notice of Default from Defendant  
 2 Regional Trustee in late August 2008 regarding the first mortgage loan. Mr. Bell was unable to  
 3 cure the alleged default and thereafter received a Notice of Trustee's Sale ("NOTS") document  
 4 served upon him at his residence and by the mails. The NOTS indicates that Defendant  
 5 Regional Trustee is foreclosing under the Deed of Trust on the first mortgage loan on behalf of  
 6 the beneficiary.

8 2.9 Even though the loan was actually made by former Defendant IndyMac, it  
 9 apparently is taking the position that former Defendant MERS was the original beneficiary,  
 10 which is a completely false assertion. Former Defendant MERS never had any beneficial  
 11 interest in Mr. Bell's loan. Nevertheless, a person named Scott Walter signed an Assignment  
 12 of Deed of Trust document as an alleged Vice President of former Defendant MERS "as  
 13 nominee for its successors and assigns". Mr. Walter signed the document in Dakota County,  
 14 Minnesota, even though neither former Defendant MERS nor former Defendant IndyMac is  
 15 located or has offices in Minnesota. In fact, the document itself indicates that once it is  
 16 recorded, it is to be returned to former Defendant IndyMac in Austin, Texas. This Assignment  
 17 asserts that former Defendant MERS is assigning Mr. Bell's loan to former Defendant  
 18 IndyMac. Further, the Assignment was allegedly signed on August 29, 2008. The Assignment  
 19 was recorded in the records of King County, Washington on September 9, 2008 at 13:51 under  
 20 Document Number 20080909001161. In spite of the fact that the purported Assignment did  
 21 not occur until at least **August 29, 2008**, a Bethany Hood, an alleged Assistant Secretary of  
 22 former Defendant IndyMac signed an Appointment of Successor Trustee document on **August**  
 23 **22, 2008**, also in Dakota County, Minnesota, purporting to appointment Defendant Regional  
 24 Trustee as the trustee under the Deed of Trust. Next to Ms. Hood's signature dated August 22,  
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1 2008, there is a handwritten notation that the Appointment is “effective 8/29/08”; however, the  
 2 Appointment document was not recorded until September 9, 2008 at 13:51 under Document  
 3 Number 20080909001162 – the next recording number after the Assignment. Therefore,  
 4 former Defendant IndyMac “pre-signed” the Appointment document before it allegedly  
 5 acquired its interest in the Deed of Trust. In addition, Mr. Bell asserts, based upon information  
 6 and belief, that Mr. Walter is not a Vice President of former Defendant MERS and Ms. Hood is  
 7 not an Assistant Secretary of former Defendant IndyMac. In fact, Mr. Walters and Ms. Hood  
 8 are not employees of either company but rather are employees of former Defendant Fidelity  
 9 National Title who are actively participating in fraudulently executing documents in connection  
 10 with this foreclosure sale by making false representations regarding their authority and  
 11 employment capacity. Since it is unclear as to whether anyone had the authority to appoint  
 12 Defendant Regional Trustee as the foreclosing trustee, there is a question about whether it had  
 13 the authority to sign the NOTS and note the foreclosure sale.

16       2.10   Moreover, there remains a significant question as to the identity of the actual  
 17 Note holder at the time that the foreclosure was initiated. Plaintiff has named Defendants  
 18 Deutsche and One West in this case based upon representations from counsel for the FDIC that  
 19 Defendant Deutsche Bank is the trustee and/or custodian for the mortgage backed securities  
 20 trust that owns Mr. Bell’s loan, and that Defendant One West is the servicer, having acquired  
 21 these rights and interests from the IndyMac predecessors. At this time, Mr. Bell does not know  
 22 when these entities acquired these rights and interests and thus he cannot even determine if any  
 23 of the IndyMac entities or these new defendants were the holder of his Promissory Note at the  
 24 time that the foreclosure sale was initiated. Since Washington law (the Deed of Trust Act)  
 25 requires that only the holder of the Note may initiate a foreclosure utilizing its provision, it is  
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imperative that Mr. Bell obtain this information so that he may ascertain if there are other legal challenges to the foreclosure sale which was initiated. Further, Defendants Deutsche Bank and/or One West and/or Aurora Loan Services, LLC may be liable for the actions of predecessor defendants, depending upon the terms and conditions of their agreements with any of those entities.

2.11 For all of these reasons, Mr. Bell maintains that the foreclosure sale scheduled to take place on December 26, 2008 should be temporarily restrained and eventually enjoined until such time as this court makes a determination as to the propriety or impropriety of the foreclosure sale process.

### III. CAUSES OF ACTION

### First Cause of Action

## For Temporary Restraining Order and Preliminary Injunction

**As Against Defendants Regional Trustee, Aurora Loan Services, LLC, and Deutsche Bank**

3.1 Plaintiff incorporates herein by reference as though fully set forth at length each and every allegation and statement contained in Paragraphs 1 through 2.11, inclusive, of the Factual Allegations.

3.2 By way of the filing of a separate motion, Plaintiff will move for issuance of a temporary restraining order and a preliminary injunction in order to stop the foreclosure sale.

3.3 In order to obtain an injunction, a plaintiff must show that: (1) he has a clear legal or equitable right; (2) that he has a well-grounded fear of immediate invasion of that right, and (3) that the acts complained of are either resulting in or will result in actual and substantial injury to him. *Kucera v. State, Dept. of Transportation*, 140 Wn.2d 200, 209, 995 P.2d 63 (2000). Such criteria is evaluated by balancing the relative interests of the parties, and if appropriate, the interests of the public. *Id.* Ultimately, the decision to grant a preliminary

injunction is within the sound discretion of the trial court, with such discretion to be exercised according to the circumstances of each particular case. *Washington Fed'n of State Employees v. State*, 99 Wn.2d 878, 887 (1983) (citations omitted).

3.4 In addition, under the DTA, a borrower must seek to obtain an order restraining the sale or risk the possibility of waiving all claims against the foreclosing entities and/or in relation to the making of the loan.

Second Cause of Action  
Infliction of Emotional Distress  
as Against All Defendants

3.5 Plaintiff incorporates herein by reference, as though fully set forth at length, each and every allegation and statement contained in Paragraphs 1 through 2.11, inclusive, of the Factual Allegations above, and Paragraphs 3.1 through 3.4, inclusive, of the Causes of Action above.

3.6 By their conduct described in this Complaint, all of the Defendants have committed the tort of intentional infliction of emotional distress.

Third Cause of Action  
Breach of Fiduciary or Quasi-Fiduciary Duty  
as Against Defendants Deutsche Bank and/or One West, Aurora Loan Services, LLC, and  
Regional Trustee

3.7 Plaintiff incorporates herein by reference as though fully set forth at length each and every allegation and statement contained in Paragraphs 1 through 2.11, inclusive, of the Factual Allegations, and Paragraphs 3.1 through 3.6, inclusive, of Causes of Action above.

3.8 Defendants Aurora Loan Services, Deutsche Bank and/or One West, and  
Regional Trustee owed a fiduciary duty or quasi-fiduciary duty to Plaintiff, including but not  
limited to, acting in Plaintiff's best interests, and providing him with fair and honest disclosure

of all facts that might be presumed to influence him in regard to his actions, including those facts favorable to a creditor and adverse to Plaintiff's interest as it relates to the mortgage loan described herein.

3.9 Defendant Regional Trustee has a fiduciary duty as an alleged trustee under the DTA and it has violated its duties under the DTA by failing to conduct its business as required under the DTA and by falsely representing that it is the trustee under Mr. Bell's Deed of Trust when it has never been properly appointed as such.

Fourth Cause of Action  
Violations of the Consumer Protection Act  
as Against All Defendants

3.10 Plaintiff incorporates herein by reference, as though fully set forth at length, each and every allegation and statement contained in Paragraphs 1 through 2.11, inclusive, of the Factual Allegations above, and Paragraphs 3.1 through 3.9, inclusive, of the Causes of Action above.

3.11 The conduct of the Defendants constitutes unfair and deceptive business practices in violation of RCW 19.86 *et seq.*, it occurred in trade or commerce, has the potential for repetition, and impacts the public interest, all in violation of the Consumer Protection Act in connection with the foreclosure proceeding that was scheduled to be completed on December 26, 2008, as more particularly described above, entitling Plaintiff to damages, treble damages and reasonable attorney fees and costs pursuant to the statute.

3.12 In particular, Defendants Aurora Loan Services, LLC, Deutsche Bank and/or One West have violated the CPA in the following manner:

a. They have caused a foreclosure to be initiated in an attempt to take possession and ownership of Ms. Bain's home when one or all of them were not the holder of Ms. Bain's

1 Promissory Note.

2 b. They have assisted in the preparation and creation of false and misleading  
3 documentation which has been recorded in the records of King County, Washington, as well as  
4 in other counties in this state, regarding the standing of themselves or others to initiate and  
5 maintain a foreclosure sale.

6 3.13 In particular, Defendant Regional Trustee has violated the CPA in the following  
7 manner:

8 a. It has made false representations regarding its role as trustee in connection with  
9 foreclosure actions undertaken under the Washington Deed of Trust Act.

10 b. It has engaged in a pattern of making false representations about its role in  
11 connection with foreclosures in the State of Washington.

12 3.14 Plaintiff maintains that the actions of these Defendants are impacted and are  
13 likely to impact in the future herself and other consumers in the State of Washington.

14 3.15 Plaintiff maintains that he has been damaged by the initiation of a foreclosure by  
15 an entity who was not the holder of her Promissory Note in that he has been unable to negotiate  
16 a resolution regarding the default on his loan because he has not known the identity of the Note  
17 holder. Further, the Deed of Trust Act language and subsequent case law makes clear that the  
18 Washington Legislature intended that parties utilizing its provisions act in strict compliance  
19 with its terms. Plaintiff intends this action to constitute a private attorney general action  
20 brought under the Consumer Protection Act in order to compel strict compliance with the  
21 requirements of the Deed of Trust Act by these Defendants so that other Washington  
22 consumers will not face the prospect of a foreclosure brought by an entity and on behalf of an  
23 entity without the legal right to initiate such a proceeding under Washington law.

3.16 Plaintiff is entitled to treble damages for intentional violations of the Consumer Protection Act, plus attorney fees and costs.

**Fifth Cause of Action**  
**Violations of the Consumer Protection Act**  
**Based Upon Violations of the Mortgage Broker Practices Act**  
**As Against Defendant Twin Capital**

3.17 Plaintiff incorporates herein by reference, as though fully set forth at length, each and every allegation and statement contained in Paragraphs 1 through 2.11, inclusive, of the Factual Allegations above, and Paragraphs 3.1 through 3.16 inclusive, of the Causes of Action above.

3.18 Defendant Twin Capital is required to comply with all of the requirements of the Mortgage Broker Practices Act, RCW 19.146 *et seq.* When brokering Mr. Bell's loan, Defendant Twin Capital did not comply with the following requirements of RCW 19.146.0201 (the specific acts or inactions by this Defendant is more particularly described above in the Factual Allegations portions of the Complaint): Defendant Twin Capital employed a scheme or artifice to defraud or mislead Plaintiff; Defendant Twin Capital engaged in unfair and deceptive practices toward Plaintiff; Defendant Twin Capital obtained property by fraud or misrepresentation; Defendant Twin Capital failed to make disclosures to Plaintiff as required by RCW 19.146.030 and any other applicable state or federal law; Defendant Twin Capital failed to comply with numerous requirements of the TILA, 15 U.S.C. § 1601, *et seq.* and/or the Real Estate Settlement Procedures Act, 12 U.S.C. § 2601 *et seq.*; and Defendant Twin Capital collected and charged a fee prohibited by RCW 19.146.030. Defendant Twin Capital is liable for these violations of the Mortgage Broker Practices Act as they constitute *per se* violations of the Consumer Protection Act.

## Sixth Cause of Action

## Violations of the Truth in Lending Act

## Against Defendants Aurora Loan Services, LLC, Deutsche Bank and/or One West

3.19 Plaintiff incorporates herein by reference, as though fully set forth at length, each and every allegation and statement contained in Paragraphs 1 through 2.11, inclusive, of the Factual Allegations above, and Paragraphs 3.1 through 3.18 inclusive, of the Causes of Action above.

3.20 Defendants Aurora, Deutsche Bank and/or One West did not provide Plaintiff with a Good Faith Estimate or a Truth in Lending Disclosure document three days after Plaintiff submitted a loan application, as required by law under the Truth-in-Lending Act, 15 U.S.C. §1601, *et seq.* In addition, Defendants Deutsche Bank and/or One West never provided Plaintiff with an amended Good Faith Estimate as required by law if and when certain terms of the disguised loan changed.

3.21 In addition, Defendants Aurora, Deutsche Bank and/or One West did not provide Mr. Bell with the properly completed Notice of Right to Cancel documents for both of the loans, and as such, he may still rescind both loans.

#### **IV. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for relief as follows:

1. General damages in an amount to be determined at trial;
2. Treble damages for each and every violation of the Consumer Protection Act, plus attorney fees and costs;
3. Damages, including emotional distress, by the conduct of the Defendants in an amount to be fully proved at the time of trial;
4. Injunctive relief which may be available against the Defendants prohibiting

AMENDED COMPLAINT - 15

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1 them from engaging in these prohibited acts in the future;

2 5. Statutory and/or punitive damages which may be available to Plaintiff for  
3 violations of TILA;

4 6. The value of lost use of Plaintiff's monies, past and future, according to proof at  
5 time of trial;

6 7. Rescission of the mortgage loan for violations of TILA for failure to provide the  
7 correct number of copies of the Notice of Right to Cancel; and

8 8. For such other and further relief as the Court deems equitable and just.

9  
10  
11 Dated this 11<sup>th</sup> day of August, 2010.

12 LAW OFFICES OF MELISSA A. HUELSMAN,  
13 P.S.

14  
15 /s/ Melissa A. Huelsman  
16 Melissa A. Huelsman, WSBA #30935  
Attorney for Plaintiff Steven J. Bell